IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

MONDAY, THE TWENTIETH DAY OF JUNE
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE SMT JUSTICE T.MEENA KUMARI

&
THE HON'BLE SRI JUSTICE P.LAKSHMANA REDDY

WRIT APPEAL NO : 1060 of 2005

(Writ Appeal under Clause 15 of the Letters Patent against the Order dated 26/04/2005 in WP NO : 5769 OF 2005 on the file of the High Court.)

Between:

1 Ghouse Mohiddin, s/o Sri P.Dastagiri Sahed, 45 years,
r/o D.No.7-542, Near ITI, Rahamath Nagar, Anantapur.
2 The State Bank of India workmen Union, Hyderabad Circle rep., by its General Secretary Sri T.E.Jayaprakash Rao, s/o late Sri T.Subba Rayudu, c/o State Bank of India, Tilak Road Branch, Tirupathi,
Chittoor District.

..... APPELLANTS

AND

1 The State Bank of India, Tirupathi Zonal Office, Tirupathi, rep., by its Deputy General Manager
2 The Assistant General Manager, Region V, State Banki of India Zonal Office, Tirupati, Chittoor District.

.....RESPONDENTS

Counsel for the Appellants: MR.G.VIDYASAGAR

Counsel for the Respondent Nos.1 & 2: MR.E.MADAN MOHAN RAO

The Court made the following :

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JUDGMENT: (Per the Hon'ble Smt Justice T. Meena Kumari)

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The present writ appeal is preferred against a common order passed by a learned Single Judge of this Court in Writ Petition No.5769 of 2005 and batch, dated 26.4.2005.

2. The appellants are the writ petitioners. They filed the writ petition No.5769 of 2005 seeking a direction to declare the transfer of the petitioner from Kallur Branch to Bukkapatnam Branch as illegal and arbitrary.

3. Brief facts of the case necessary for deciding the controversy raised in the writ petition are that the 1st petitioner was transferred from Kallur Branch to Bukkapatnam Branch vide transfer orders dated 15.1.2005 contrary to the Settlement dated 22.7.2003 entered into between the State Bank of India and the All India State Bank of India Staff Federation. As per the transfer policy, the redeployment/transfer will be done in the descending order of stay at the center. The employees identified in terms of the descending order of length of stay will be redeployed/transferred depending upon the bank's needs and requirements. The redeployment/transfer has to be done on the basis of longest stay at the Branch or a Centre following the principles of first come first go. Ignoring the transfer guidelines, the Bank management with the collusion of the office bearers of the Staff Union resorted to transfer the members indiscriminately. No seniority list was also prepared in terms of the guidelines. Hence, the writ petition.

4. Combating the allegations made in the writ petition, the respondents-bank filed a counter contending that there is no breach of any statutory provision or regulation. The redeployment/transfer policy, which was circulated to the local head Office and the Zonal Office only on 5.1.2005 and 22.1.2005. As new branches were opened, the 1st petitioner was transferred on administrative exigency but not under redeployment/transfer policy and on account of acute shortage of staff at Rural and Semi-Urban Branches. The requirement of preparation of seniority list of staff is only under the redeployment/transfer policy and not in the case of administrative transfers. Therefore, the guidelines of redeployment/transfer policy are not applicable to the case of the 1st petitioner.

5. Having considered the material on record and also the rival submissions, the learned Single Judge dismissed the writ petition on the ground that the transfer of the 1st petitioner was made purely on administrative ground in view of opening of

the new branches and on account of acute shortage of hands at Rural or Semi-Urban branches. Aggrieved by the same, the present writ appeal has been preferred.

6. The learned counsel for the appellants contends that the officers have chosen to transfer the 1st petitioner without effecting transfers to the senior persons, who have long stay in the branch. He further contends that transfer of the 1st petitioner is contrary to the Redeployment-cum-Transfer Policy of Staff as contained in annexure-II of Settlements. He also contends that the learned Single Judge having not taken into consideration the conditions and various clauses in the settlement held that the transfers have been affected only on the administrative grounds. To substantiate his contention, the learned counsel for the appellants relied on Clauses 4 and 6 of Annexure II. He further contends that even as on the date of the transfer of the 1st petitioner, the settlement is in force and even assuming that the transfers are affected only on administrative grounds, the settlement is in force and the respondents cannot act in violation of clauses and conditions of the settlement. He further contends that a person who has crossed 57 years will be exempted from redeployment/transfer in view of the specific condition in the scheme of transfer. The list of persons transferred and the list of persons, who were senior to the 1st petitioner, were not touched upon by the respondents.

7. Per contra, the learned standing counsel for the bank has strenuously contended that the transfers have been affected only on the administrative grounds as new branches have been opened and the guidelines have been received on 7.1.2005. Under the circumstances, the learned counsel for the 1st petitioner-appellant herein cannot rely upon the different clauses of the redeployment/transfer policy. Hence, the learned Single Judge has rightly refused to interfere with the order of transfer.

8. Heard the learned Counsel on either side.

9. We have gone through the entire settlement entered into between the State Bank of India and the All India State Bank of India Staff Federation dated 22.7.2003 (Under Section 2 (p) and Section 18 (1) of the Industrial Disputes Act, 1947 read with Rule 58 of the Industrial Disputes (Central) Rules, 1957). Annexure II deals with the redeployment-cum-transfer policy of staff. There is no material placed before this Court that the agreement has been terminated by any of the parties. In the absence

of the same, it can be held that the settlement, dated 22.7.2003 is still in force. To substantiate their contention, the learned counsel for the respondents has relied upon the guidelines issued on 28.12.2004 in Circular No.CDO.IR.SPI.369. It has to be observed that the transfers were affected during the interregnum period after receipt of the guidelines. The respondents cannot act over and above the clauses of the settlement entered into between the parties, as it was not terminated. However, in the interest of both the parties, we do not want to go into the controversy of validity or otherwise of the guide lines in view of the fact that the transfer has been effected after 15.1.2005 to the 1st petitioner-appellant and as on that date, the clauses of the settlement are in force.

10. The learned counsel for the appellants produced a list, which shows the names of the longstanding incumbents. Even though the respondent counsel could not get instructions over their respective seniority, it has to be construed that the other incumbents who have got long standing in the particular branch have not been touched upon by the respondents.

11. It is necessary to look into the Clauses 4 to 8 of Annexure-II of Settlements and it reads as follows:

> *"4. Where the employees are to be redeployed/transferred outside the center for needs and requirements other than described in clause (2) and (3) above the redeployment/transfer will be done in descending order of length of stay at center.*
>
> *5. The employees identified in terms of clause 4 above, may be redeployed/transferred depending upon the Bank's needs and requirements in the following order:*
>
> a. *within the Region/District.*
> b. *other contiguous Regions/Districts.*
> c. *within the Zone.*
>
> *In Circles where it becomes necessary to redeploy/transfer staff to other Zones i.e. beyond the zone, the employee will be redeployed/transferred as per Bank's discretion to contiguous Zones or anywhere within the Circle.*
>
> *6. The period of redeployment/transfer will be as under:*
>
> i. *Difficult Places as per norms decided by the Bank – 2 years.*
> ii. *Other places 3 to 5 years.*

7 (i) Employees above 57 years of age will be exempted from redeployment/transfer. In case an employee less than 57 years of age is redeployed, he will be transferred to a center of his preference in terms of clause 8 below.

(ii) In respect of physically handicapped, their redeployment/transfer will be done as per extant guidelines.

(iii) Employees affected by serious ailments will be posted at a center where treatment of serious ailment is available.

8. An employee redeployed under this policy will be transferable to a center of his preference including previous center of posting on completion of his tenure subject to availability of vacancy and replacement being made available to the branch/office of his present posting by deployment/transfer."

12. There is no material placed before this court that the respondents transferred the 1st petitioner-appellant following the Redeployment-cum-Transfer Policy of Staff of Annexure-II of Settlement. In the absence of the same, we are of the view that there is violation of the clauses of the settlement by the respondents and that the transfer of the 1st petitioner-appellant has been affected only on pick and choose policy, but not on the basis of administrative grounds.

13. In that view of the matter, the order of the learned Single Judge is hereby set aside and the writ appeal is allowed as prayed for at the stage of admission. No costs.

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T. MEENA KUMARI, J

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P. LAKSHMANA REDDY, J

20.06.2005

nn/rkk

Copy to:

1 The Deputy General Manager, State Bank of India,
Tirupathi Zonal Office Tirupathi, Chittoor District.
2 The Asst. General Manager, Region V, State Bank of India
Zonal Office, Tirupathi Chittoor Dist.

3. Two C.D. copies.